

# Agreement

*between*

State of Washington  
Department of Transportation

*and*

Right of Way Employees

*represented by*

International Federation of Professional and  
Technical Engineers, Local 17 AFL-CIO

September 1, 1992 through August 31, 1995

**Right of Way Employees Bargaining Unit – Represented by Local 17 (Union Shop)**

**Description as of September 1, 1992**

6193	Right of Way Agent Trainee
6186	Right of Way Agent 1
6187	Right of Way Agent 2
6188	Right of Way Agent 3
6189	Right of Way Agent 4
6196	Appraiser 1
6197	Appraiser 2
6198	Appraiser 3

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## **Preamble**

This Agreement is entered into between the Department of Transportation (hereinafter called Management or the Department) and the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties on personnel matters over which the appointing authority may lawfully exercise discretion.

It is agreed by the parties that it is in their best interest to promote and encourage areas of understanding and cooperation in Labor-Management relations, to promptly and fairly adjust differences, misunderstandings and disputes; to promote and practice reasonable and fair working conditions; and to encourage an environment of good will and harmony.

**Article 1**  
**Non Discrimination**

- 1.1 The parties individually agree that they will not engage in any act or practice or pursue any policy which results directly or indirectly in unlawful coercion or discrimination against any employee because of age, handicap, sex, race, color, national origin, creed, religious beliefs or because of the participation or lack of participation in activities of the Union, except that employees must comply with the Union Shop requirements as they apply to the employees in the bargaining unit.

**Article 2**  
**Recognition and Bargaining Unit**

2.1 **Exclusive Recognition**

The Department's recognition of the Union as the exclusive bargaining representative of the employees covered by this Agreement is in accordance with the provisions of Chapter 41.06 RCW State Civil Service Law and the State Personnel Board Merit System Rules. The provisions of the Agreement apply to all persons employed by the Department in classifications included in the right of way bargaining unit or that unit as it may be subsequently modified by the Washington State Personnel Board.

2.2 **Bargaining Unit Status Following Reallocation**

In the event that employees are reallocated to a class not included in any bargaining unit, such employee shall remain under the coverage of this Agreement for a 30-day period following their reallocation.

2.3 **Notice of Recognition – Copies of Agreement**

The Department will inform all employees entering this bargaining unit of the Union's exclusive recognition. The Department will also furnish such employees a copy of this Agreement and a Union membership application. The Department shall coordinate the publication of this Agreement. The cost for printing the Agreement shall be shared equally by the parties.

2.4 Bargaining Unit List

Quarterly, the Department will send to the Union's Seattle Office a list of all employees within the bargaining unit. Such list will include the employee's name, address of record, job classification, organization code by district or headquarters, and an indication of authorized payroll deduction of Union dues or Union Shop fees.

2.5 Recognition of Union Officers – Staff – Shop Stewards

The Union will furnish to the Department's Labor Relations Officer and keep current, a listing of Union officers, staff and shop stewards who are authorized to represent the Union. Such persons shall be recognized by the Department as such within ten working days of said notification.

2.6 Definition of Employees – Use of Temporary Employees

For the purposes of this Agreement, the term "employee(s)" shall mean those persons in the Right of Way Employees bargaining unit holding probationary or permanent civil service status within the Department. The Department shall not use temporary employees to supplant regular positions. After a position has been filled by a temporary employee for nine months, the Union may arrange a meeting with the Department to review its need for that position to be staffed by a permanent employee.

2.7 Department Facilities – Union Meetings – Posting

The Department will make available its district conference rooms for Union meetings during employee off-work hours when the facilities are not otherwise in use. The Department will provide reasonable space at each shop steward's permanent work station for posting Union business matters. Such literature shall be officially identified as IFPTE, Local 17, AFL-CIO literature.

2.8 Copies of Employee Related Correspondence

The Union shall furnish the Departmental Personnel Manager with a copy of all employee related correspondence it sends to Management representatives or to the Department of Personnel.

## Article 3 Management Rights

### 3.1 Rights – Enumerated

It is understood and agreed by the parties that Management possesses the exclusive right to operate the Department so as to carry out the statutory mandate, mission and/or goals assigned to the Department, and that all Management rights repose in Management. However, such rights must be exercised consistent with the provisions of this Agreement, the Merit System Rules and other applicable laws and regulations. These Management rights include, but are not limited to, the following:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible;
- B. To manage and direct the employees of the Department;
- C. To hire, promote, transfer, assign, train, evaluate, or retain employees in positions within the Department;
- D. To establish work rules and rules of conduct;
- E. To suspend, demote, discharge or take other appropriate disciplinary action against employees in accordance with the Civil Service Laws and Merit System Rules;
- F. To determine the size and composition of the work force and to lay off employees in the event of curtailment of work, lack of funds or good faith reorganization for efficiency purposes;
- G. To contract or subcontract work, however, Management will not contract or subcontract work typically and historically accomplished by civil service personnel within the Department when such action will cause the elimination of classified employees. The Department agrees to advise the Union prior to entering into competitively bid contracts for such work;
- H. To determine the mission of the Department and the methods and means necessary to fulfill that mission.

### 3.2 Policy Directives

In order to carry out its responsibilities, Management may promulgate and implement policy directives. Copies of all such directives pertaining to working conditions shall be furnished to the Union. Directives pertaining to travel and per diem and disciplinary action shall remain unchanged during the term of this Agreement unless changes are required by statute or regulation or are mutually agreed to. If the parties cannot reach mutual agreement on the two aforementioned directives, either party may request that the matter be resolved by the State Personnel Board in arbitration. Other directives regarding working conditions may be changed after reasonable notice and requested discussions with the Union.

## Article 4 Employee Rights

### 4.1 Off-Duty Activities

The off-duty activities of employees shall not be cause for a written reprimand or more serious types of disciplinary action unless said activities are a conflict of interest or are clearly detrimental to the employee's work performance or the program or image of the Department. Employees are prohibited from outside employment in any occupation if a conflict of interest exists. The Department will provide guidance to ensure that employees are informed about conflict of interest laws/regulations and the Union will participate in disseminating this information. In addition to the principles outlined in DOT Policy Directive D 73-26, "Conflict of Interest and Employment," the following conditions will apply to employees who have outside work:

- A. The Department may require employees to disclose whether they have outside employment.
- B. Employees have a duty to report to the district Real Estate Services Manager or, for employees stationed at headquarters, the Director of Real Estate Services, any outside work which may conflict with their state employment. Approval for an employee to engage in real estate or other outside work may be denied only after a meeting with the affected employee to obtain all pertinent information and if it reasonably could be considered a conflict of interest. Any denial of outside work will be made in consultation with the District Administrator/Assistant Secretary and the Departmental Personnel Manager. Employees will be notified in writing



within five working days when approval for outside work is denied. Grievances arising from disapproval of outside employment may be submitted directly into Step 2 of the grievance procedure.

- C. Employees will not represent themselves as Department employees when engaged in outside work; employees will take affirmative steps to separate Department work and any similar outside work.
- D. Employee shall not use state facilities, resources or time in the conduct of outside employment.
- E. Employees will not engage in any employment with a person or organization who has or regularly seeks and/or performs work with the Department.

#### 4.2 Right to Representation

Employees shall have the right to Union representation at all meetings materially affecting their conditions of employment. An employee who wishes to be represented in such meetings by a shop steward or Union staff representative shall be allowed up to three working days to obtain such representation.

#### 4.3 Disciplinary Actions

Discipline and discharge shall be governed by the State Civil Service Law and the Merit System Rules. If Management determines to bring disciplinary action against an employee as provided in Merit System Rule 356-34-010, the employee shall be apprised of his/her rights to Union representation and to appeal the action to the State Personnel Appeals Board.

#### 4.4 Personnel Policies – Merit System Rules

All personnel policies affecting employees shall be set forth in writing and made available to the Union staff and employees. Current Merit System Rules shall be available for employee review at each district Real Estate Services Office and in the headquarters Real Estate Services Office.

#### 4.5 Official Personnel File

The employee's official personnel file of record shall be that file in the Department's headquarters Personnel Office. The official file and the personnel file maintained in the district Personnel Office shall be available with sufficient notice, for review by the employee and/or representative when designated in writing. Unauthorized persons

shall not have access to an employee's personnel file without the employee's written consent. Copies of any material placed in an individual's file, other than routine personnel actions shall be furnished to the affected employee. Any information in the official file which the employee considers objectionable may be discussed with Management and/or the employee may insert rebuttal comments. The employee may request that any adverse material placed into his/her personnel file be removed after it has been in the file for a period of six years.

**4.6 Performance Evaluations**

Employees shall have the right to be evaluated on their performance at least once a year by their immediate supervisor. The immediate supervisor shall consult with and integrate the prior supervisor's rating when evaluating an employee who has been assigned to that unit for less than six months.

**4.7 Employee Advisory Service**

Permanent employees with drug, alcohol, or emotional conditions affecting their job performance shall normally be referred to the Employee's Advisory Service. No disciplinary action shall result from an employee seeking corrective treatment or enrolling in and pursuing a prescribed or approved treatment program.

**4.8 Picket Lines**

Employees who choose not to cross a bona fide picket line established by another bargaining unit shall be placed on leave without pay if no other assignment is available.

## **Article 5 Union Membership**

**5.1 Payroll Deduction of Union Dues**

Management will provide for a payroll deduction from an employee's pay for Union dues upon written authorization by the employee. Payroll deduction authorization cards must be received by the headquarters Payroll Officer by the tenth day of the month to be effective for that month. The employee may cancel or change the deduction of Union dues and benefits by filing written notice with the Department 30 days prior to the effective date of such cancellation. The employee shall notify the Union's Seattle office of such cancellation in accordance with MSR 356-42-050(3).

**5.2 Union Shop Requirements**

In recognition of the existing Union Shop as certified by the Department of Personnel under the authority of Merit System Rule 356-42-043, all employees within the bargaining unit shall become members of the Union or arrange to pay to the Union a fee equivalent to the Union's regular monthly dues. The Union Shop requirement shall become effective on the first day of the month following the employee's initial 30 days in the bargaining unit. Employees with bona fide religious objections may satisfy the Union Shop requirement by paying a Union Shop fee to the Union Shop representative in accordance with MSR 356-42-043. Permanent part-time employees may satisfy the Union Shop requirement by paying membership dues or Union Shop fees in proportion to the number of hours they are scheduled to work.

**5.3 Notice of Union Shop Obligation**

At the time employees begin bargaining unit employment, the Department shall ensure that such employees complete a triplicate form which will set forth Union Shop obligations. One copy of the form shall be mailed to the Union Office in Seattle by the Department. The second copy of the form shall be retained by the employee. The final form copy shall be retained by the Department. The Union shall hold the Department harmless for any back payments of dues owed by bargaining unit employees.

**Article 6  
Union Activity**

**6.1 Union Staff Visitations**

Union staff shall be admitted to the premises of the Department during working hours upon reasonable notice to the district Real Estate Services Supervisor or equivalent level headquarters Management. Such visitations shall be for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the duties of an employee.

**6.2 Union Business – Departmental Time**

Working hours shall not be used by employees or Union representatives for conduct of Union business except as provided above. Employees shall not be paid for time spent in the conduct of any Union activity except as specifically authorized by the provisions of this Agreement.

**6.3 Shop Stewards**

The Union may appoint one shop steward and an alternate for each district Real Estate Services Office and the headquarters Real Estate Services Office. Shop stewards shall represent all employees covered by this Agreement assigned to the steward's designated area. Shop stewards shall ensure that the provisions of this Agreement are observed and shall be allowed reasonable time to perform these duties during regular working hours.

**6.4 Notice to Supervisor**

Each shop steward shall report to the immediate supervisor or designee prior to the time of leaving work to perform shop steward functions set forth herein and shall also report on returning to the work assignment unless the prior consent of the shop steward's supervisor not to so report has been obtained. Management shall have the right to require the Union to refrain from excessive activities.

**6.5 Leadership Positions in Bargaining Unit**

It is mutually agreed that only members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership in the unit such as: shop steward, standing Union Management Committee member or similar activity specific to the interests of the Right of Way Employees bargaining unit.

**6.6 Agreement Orientation**

Management and the Union shall develop an Agreement orientation program. The orientation program shall be presented for shop stewards and selected supervisors. Compensation and expenses incidental to this training program will be governed by the same rules and regulations as may be applicable to any other agency training program. Bargaining unit employee participation shall be voluntary and no overtime will be payable.

**Article 7**

**Union—Management Relations**

**7.1 Purpose**

The purpose of this Article is to establish an orderly procedure for the review of matters appropriate for discussion between the parties, giving consideration to mutual problems pertaining to the bargaining unit by bringing attention to causes or conditions which could bring about grievances or misunderstandings. The parties may discuss or recommend items for improved working conditions.

## 7.2 Standing Committees

So that the discussions are conducted at a level best suited to resolving and effecting solutions to appropriate issues, there hereby is established the following permanent committees.

*Local Standing Committee:* In each district and in the headquarters Real Estate Services Office , the Union shall select up to two employees to serve on the Local Standing Committee. In addition, a Union staff representative and appropriate Management staff shall serve on the committee.

*Statewide Standing Committee:* The committee shall consist of one employee chosen by the Union from each district, the headquarters Real Estate Services Office and the Headquarter's Real Estate Services Pool. In addition, a Union staff representative and appropriate Management staff shall serve on the committee.

## 7.3 Frequency of Meetings

Standing Committee meetings shall be held when requested by Management or the Union normally not more than once every six months for either committee. Requests for committee meetings shall be submitted in writing and shall outline the subjects to be discussed. The Statewide Standing Committee shall meet only when the agreed upon agenda contains items of demonstrated multi-district concern. The committee shall discuss only those items on the agenda unless there is mutual agreement to discuss other items. Meetings shall not last more than one day without specific written agreement by both parties.

## 7.4 Salary of Employee Participants

Management agrees to pay Department employees participating as representatives of the Union in meetings of either Standing Committee their regular salary, provided that no other payments will be authorized or paid to these employees as a result of participation or travel related to these meetings. Local Standing Committee representatives shall be provided transportation to and from those meetings. Travel expenses for Union members attending Statewide Standing Committee meetings shall be borne by the Union.

7.5 Minutes

Summary minutes taken of the Standing Committee meeting will be taken by Management and shall consist of the topics discussed and disposition of each. Copies of the minutes shall be signed jointly by the principal designee of the parties who participated in the meeting. The minutes shall be available for signature and distribution within five working days after such meeting.

7.6 Training Program Discussions

The parties agree that a special Statewide Standing Committee meeting may be called annually for the exclusive purpose of discussing Department training programs. The purpose of this meeting shall be to review existing training programs and to issue recommendations concerning program content; selection eligibility; opportunities to those completing programs; and program evaluation methods.

## Article 8 Classification and Rates of Pay

8.1 Classification Questionnaires

Each position allocated to a bargaining unit classification shall be identified by a position number and shall have current duties set forth on a classification questionnaire (CQ). The Department will provide the Union with copies of CQs for all positions in classes covered by this Agreement for which the Department is requesting reallocation. The Department shall provide copies of other CQs upon request of the Union.

8.2 Communications - Classification Changes

The Union and the Department shall communicate on any proposed classification changes affecting this bargaining unit prior to publication of the State Personnel Board 20-day Notice.

8.3 Temporary Appointments

Employees are paid to perform the duties set forth in their class specification. When a higher level assignment is expected to last more than 30 calendar days, employees will be notified in writing and compensated at the higher level. Employees shall advise Management and the Union in writing when the employee believes that he/she has worked out of class for 30 calendar days. Back pay for such higher level assignments shall not pre-date receipt by Management of this written notice. The Union's Seattle office will be provided copies of temporary upgrades upon request.

#### 8.4 Requests for Classification Review

Employees shall forward requests for classification review to the district or headquarters Personnel Office with simultaneous copies sent to the Union's Seattle office and the Department of Personnel. Such reviews shall be processed through the Department in an expeditious manner. Unit employees are encouraged to seek counsel from their Personnel Office and/or Union representative prior to initiating any such requests.

#### 8.5 Recovery of Overpayments

Should Management determine that an employee has received more compensation than that to which he or she is entitled, the Department shall recoup the overpayments by deducting a reasonable amount from the employee's payroll warrants until total recovery is made. The Department shall give notice to the employee of the impending reduction in pay and provide the employee with documentation supporting the overpayment determination at least 15 calendar days before the effective date of the action. During the 15-day notice period, the employee may provide Management with evidence or information refuting the determination that an overpayment occurred. Should the employee provide documentation refuting the overpayment, the Department shall hold its recovery efforts in abeyance until Management has had an opportunity to review the evidence or information provided. Upon completion of this review, the Department shall make a final determination and, if it continues to believe that an overpayment occurred, advise the employee of the impending reduction in pay. Employees who continue to disagree with the position taken by the Department may obtain a review by filing a written grievance with the Department within 15 working days of receipt of the final determination. Grievances filed in response to efforts to recover overpayments shall be initiated at Step 3 of the grievance procedure. Should the employee file a timely grievance, the Department shall hold its recovery efforts in abeyance until the grievance has been resolved. Once the amount of the overpayment is determined, whether by mutual agreement or resolution of a grievance, the Department shall recover the overpayment by deducting a reasonable amount from the employee's payroll warrants until total recovery is made. The amount deducted each month shall not exceed 5 percent of the employee's gross monthly salary unless the employee agrees to a higher amount.

## **Article 9**

### **Hours of Work**

#### **9.1 General**

The parties agree that employees shall be assigned work and compensated for such work in accordance with Chapter 15 of the Merit System Rules.

#### **9.2 Fluctuating Hours of Work**

It is recognized that due to the nature of the work there will be fluctuating hours and numbers of days worked. When necessary, Management may require employees to perform work during hours or days other than or beyond those falling within their regularly scheduled hours of work.

#### **9.3 Adjustment of Work Hours**

The employees covered by this Agreement are full professional staff whom the Department has and continues to view as exempt from the overtime provisions of the Fair Labor Standards Act. Nonetheless, the Department agrees to designate these staff as nonscheduled (NS) and thereby compensate them at the rate of time and one-half when assignments made by their supervisor require work in excess of 40 hours within the workweek. Compensatory time off may be accrued in lieu of cash if Management and the employee agree. In order to manage the fluctuating hours of work, employees are expected to promptly adjust their working hours to achieve a normal 40 hour workweek. Employees will inform their supervisor prior to adjusting working hours.

#### **9.4 Rest Periods**

Employees shall be allowed a 15 minute rest period during each one-half shift which will normally be allowed at or near the middle of each one-half shift. When it is anticipated that an employee will be required to work continuously for more than two hours beyond the regular quitting time, the employee shall be allowed a 15 minute rest period.

#### **9.5 Assigned Work Travel – Exception**

Assigned work travel shall be considered time worked unless such travel is at the convenience of the employee.



9.6 Work Schedule Changes

Employees may request a change in their normal work schedule and, with concurrence of their supervisor, such schedule will be changed.

**Article 10**  
**Work Assignments**

10.1 Definitions used in this Article are as follows:

A. *Permanent Work Station*

The location identified by the Department facility address at which the employee performs work assignments on a continuing basis.

B. *Temporary Work Station*

The location geographically separated from an employee's permanent work station which is designated by the Department as the location at or from which an employee may perform duties at a work site on a temporary basis.

C. *Work Site*

The location at which an employee performs assigned duties.

D. *Permanent Residence*

The location identified by a street or a mailing address where an employee maintains a residence on a continuing basis.

10.2 Permanent Work Stations – Assignment Location

Each employee will be assigned to a permanent work station. Permanent work stations shall be located within a reasonable commuting distance of available adequate housing and educational facilities up to and including high school.

10.3 Permanent Work Station – Reassignment

The Department may assign employees from one permanent work station to another permanent work station provided the commuting distance between the employee's permanent residence and the new permanent work station does not add more than 20 miles (one way) to the employees commute between the permanent residence and the present permanent work station, and does not result in a one way commute of more than 35 miles. The Department shall incur no obligation for any expense which may

be incurred by the employee due to such reassignment. The employee shall receive reasonable advance notification of such permanent work station changes. The Department agrees that no employee will be transferred between districts or between headquarters and a district, more often than once in a 24-month period without the employee's concurrence.

**10.4 Relocation Benefits – Employee Options**

In cases where the Department has a need to reassign an employee to a new permanent work station that would add more than 20 miles (one way) to the employee's previous commute between the permanent residence and permanent duty station or results in a one way commute of more than 35 miles, the following shall be observed: (1) affected employees may elect to exercise available transfer, promotion, demotion, reduction-in-force options; (2) Management will bear the allowable costs of moving their household goods to a new permanent residence within the vicinity of the new permanent work station; and (3) such employees will also receive per diem according to the Per Diem Article of this Agreement. Prior to reassigning a group of employees to a new permanent work station as described above, the Union shall be notified and a meeting convened if requested by either party. Where requested by the Union, the Department will survey and compile a listing of available housing in the vicinity of the new permanent work station.

**10.5 Temporary Work Stations – Assignment – Location**

Employees may be assigned to temporary work stations within the guidelines of this Agreement. Temporary work stations shall be located within reasonable commuting distance of adequate Department provided or commercial lodging and meal facilities and should be located as close to the work site as local conditions permit. Such Department provided or commercial facility may be designated as the temporary work station.

**10.6 Temporary Work Stations – Travel – Nonpaid Time**

Employees on an overnight temporary work assignment may be allowed to commute daily between their temporary work station and their permanent residence on their own time. Employees who do so will be furnished transportation or reimbursed for allowable mileage and per diem up to but not exceeding the per diem they would have been entitled to had they stayed in a commercial facility.

10.7 Temporary Work Stations – Travel – Paid Time

The Department may require that employees on temporary duty commute to and from their permanent residence or permanent work station, whichever is closer, on work time if the resulting expenses would be less than the allowable per diem expenses incurred at a commercial facility. Travel between the employee's permanent residence and the temporary work station shall be considered time worked to the extent that it exceeds normal home-to-work travel time, is outside normal work hours, and does not exceed the shortest reasonable means for the employee to reach and return from the temporary work station.

10.8 Temporary Work Stations – Travel on First and Last Day of Assignment

Travel time to the temporary work station from the permanent work station and to the permanent work station from the temporary work station on the first and concluding day of the temporary work station assignment shall be considered time worked. Note: See Article 10.10 for travel on intervening weekends.

10.9 Temporary Work Stations – Travel on Intervening Weekends

Employees who are required to report to a temporary work station shall be allowed to return to the permanent work station at the end of each workweek. If working conditions permit, the supervisor will allow actual travel time during normal work hours on the first and last day of the workweek. If the supervisor does not permit an early departure or late arrival to work, the Department will compensate the employee for actual travel time outside normal working hours. Employees assigned to a cross state temporary duty assignment may elect to travel to and from western Washington and Spokane on intervening weekends via commercial air transportation. The cost of such air transportation will be paid by the Department.

10.10 Inter-district Temporary Duty Assignments

Inter-district temporary duty assignments shall not exceed six months in any 12 month period unless an extension is mutually agreed to between the employee and Management. Management will make a reasonable effort to make such assignments on a rotational basis among qualified employees having the appropriate classifications and skills. Employees on inter-district temporary assignments shall be supervised by Real Estate Services staff in the district to which the employee is temporarily assigned. Leave requests, travel vouchers and timesheets will be

submitted to the district Real Estate Services Supervisor, or designee. Evaluations for employees on extended inter-district temporary assignments shall be completed by the district to which they are temporarily assigned.

**10.11 Notice of Overnight Temporary Duty Assignments**

Except in cases of emergency, or when the employee agrees to less notice, the Department will provide a minimum of 10 calendar days notice of overnight temporary duty assignments that are expected to last five or more working days. Employees shall receive five calendar days notice of overnight temporary duty assignments of shorter duration. Management will make a reasonable effort to provide 30 calendar days notice of overnight temporary duty assignments which are expected to last three months (90 calendar days) or more. Employees will be advised of the actual reporting date as soon thereafter as possible.

**10.12 Transportation - Meals and Lodging**

Employees assigned a state vehicle on temporary duty shall have Department provided transportation available for reasonable travel associated with meals and lodging.

## **Article 11 Travel and Transportation**

**11.1 Transportation Furnished**

The Department shall furnish transportation for all travel from the permanent work station to the work site and from the work site to the permanent work station; from the permanent work station to the temporary work station and from the temporary work station to the permanent work station; and from the temporary work station to the work site and from the work site to the temporary work station.

**11.2 Travel – Permanent Residence – Permanent and Temporary Work Stations**

A. Travel time between an employee's permanent residence and the employee's permanent work station, or travel time between the temporary residence and the temporary work station shall be the employee's responsibility.

- B. Travel assigned by Management from the permanent work station to a temporary work station, from a temporary work station to a permanent work station, from a temporary work station to a temporary work station or from the work station to the work site and return shall be counted as time worked.
- C. Travel between the permanent residence and the temporary work station shall be considered time worked to the extent that it exceeds the employee's normal home-to-work travel time, is outside normal work hours, and does not exceed the shortest reasonable means for the employee to reach and return from the temporary work station.

11.3 Notice of Travel Requirements

Employees assigned duties requiring periodic travel away from their permanent duty station shall be advised of such requirement prior to their selection to fill such positions.

11.4 Authorized Expenses – Permanent Work Station and Residence

If an employee's permanent residence is not located within the locality of his/her permanent work station, travel expense when authorized shall be allowed from the permanent work station or permanent residence, whichever is less.

11.5 Holidays – Return

When a holiday occurs on Tuesday, Wednesday, or Thursday, the employee may elect to remain at the temporary work station and receive per diem. If the employee elects to return home for the holiday, the Department shall provide transportation and allow the employee actual travel time to depart and return. Per state of Washington Travel Regulation 4.2.1.4.2, reimbursement for travel expenses shall be the lesser of either:

- A. The travel expense incurred in returning to the official station or residence, whichever is closer, **or**
- B. The amount which would have been allowable had the employee remained at the temporary duty station.

11.6 Illness or Injury During Travel

Whenever an employee in travel status takes leave because of being incapacitated due to illness or injury, not due to the employee's own misconduct, reimbursement for subsistence and lodging shall continue during the leave period, but not to exceed in total the cost authorized for private car mileage or common carrier in returning the employee to the official station and back to the temporary assignment. The Department shall transport the employee to the employee's permanent residence, or to a hospital if the employee's continued welfare is in jeopardy.

11.7 Official Use of Private Vehicles

The use of an employee's private vehicle in the performance of Department business must be approved in advance in order to be compensable. Employees assigned duties requiring official use of private vehicles shall be so advised prior to their selection to fill such positions. Reimbursement for mileage traveled in private vehicles shall be at the appropriate rate allowable by the Office of Financial Management (OFM).

11.8 Testing Sites – Transportation – Leave

Transportation to testing sites for Departmental promotional exams will be provided. Miscellaneous leave shall be granted to employees taking state examinations.

## Article 12

### Per Diem

12.1 Eligibility Requirements

For the purpose of this Agreement, an employee shall be in travel status when he/she is assigned duties beyond a radius of 30 miles of the employee's permanent work station and permanent residence. Employees in travel status are eligible to receive reimbursement for travel and per diem expense only when the number of travel hours before and/or after the regularly scheduled working hours of any day, total three or more.

Employees in travel status shall be reimbursed for meals as follows:

*Breakfast* – Employees who are in travel status for one and one-half hours or more prior to the start of their regularly scheduled work hours shall be eligible for a breakfast allowance as prescribed in the Department's Travel and Per Diem Directive.

*Lunch* – Employees who are in travel status during their normal lunch period and

remain in travel status for three or more hours before and/or after their regularly scheduled work hours shall be eligible for a luncheon allowance as prescribed in the Department's Travel and Per Diem Directive.

*Dinner* – Employees who are in travel status for one and one-half hours or more beyond the end of their regularly scheduled work hours shall be eligible for a dinner allowance as prescribed in the Department's Travel and Per Diem Directive.

12.2 Overnight Travel Allowance

While in travel status overnight, employees will receive a per diem allowance as provided in the Department's Travel and Per Diem Directive (D 13-50) except where the Department provides adequate lodging and/or meal facilities at no cost to the employee. Copies of the relevant portions of the Travel and Per Diem Directive shall be available to employees upon request.

12.3 Reimbursement for Meals at Official Functions

The Department may authorize reimbursement for the actual cost of an employee's meal incurred as a result of required participation in an official function that is held away from the city or town in which the employee's permanent work station or permanent residence is located.

12.4 Per Diem Advances

Warrants for per diem allowances shall be issued in advance at the request of the employee in accordance with Departmental procedures (contained in III.C.1 of Directive D 13-50).

12.5 Per Diem Allowance Following Relocation

Employees who accept a promotion or transfer to a new permanent work station that adds more than 20 miles (one way) to the employee's previous commute or results in a one way commute of more than 35 miles between the permanent residence and permanent work station shall be eligible for the standard per diem allowance during the period in which they are actively seeking a new permanent residence within a reasonable proximity of the new work location. The authorized maximum of 60 calendar days per diem from the reporting date of the new assignment may be waived by an employee seeking to transfer for reasons of personal convenience. The maximum may not be required, nor should it be expected in each instance. For purposes of per diem only, the employee during this period is considered assigned to

temporary duty, the official change of station date notwithstanding.

**12.6 Approval For Overnight Per Diem**

Employees who would be in travel status by the time they returned to their permanent work station, may elect to accept per diem allowances rather than return to their permanent work station, upon approval of their immediate supervisor.

**Article 13  
Promotions and Transfers**

**13.1 Position Status**

It is the policy of the Department to fill existing bargaining unit vacancies as soon as practicable under the established Civil Service procedures. Quarterly the Department will provide the Union a printout by organizational code showing filled and unfilled positions in the bargaining unit. Upon request, the Department will provide the Union and/or employee with information on the status of individual positions.

**13.2 Exam Announcements**

All exam announcements issued by the state Department of Personnel which are received by district or headquarters Personnel offices, shall be made available and posted in a timely manner in each district Real Estate Services Office and in the headquarters Real Estate Services Office. It shall be the employee's responsibility to review posted exam announcements. No employee shall remove an exam announcement until after the closing date.

**13.3 Referrals – Interviews**

All promotional candidates within the bargaining unit that are certified to a position within the Department shall be notified of their referral, given an opportunity to be interviewed and advised of the result.

**13.4 Transfer Requests**

Employees desiring to transfer should initiate a request on forms provided by the Department. Such employees shall be listed in the Department's voluntary transfer file based on classification and geographic availability. Employees transferring at the request or convenience of the Department to a new permanent work station that adds more than 20 miles (one way) to the employee's previous commute or results in a one way commute of more than 35 miles between the permanent residence and permanent work station shall be eligible for reimbursement of the allowable costs of



moving their household goods to a new permanent residence within a reasonable proximity of the new permanent work station.

**13.5 Notice of Requests for Selective Certification**

The Union shall be notified of Department requests to the Department of Personnel to selectively certify eligibles from the bargaining unit concurrently with submission to the Department of Personnel.

**13.6 Promotional Candidates**

As provided in MSR 356-30-150, the Department shall, whenever practicable, give consideration to DOT promotional candidates prior to considering employees from other agencies or from the open competitive register. The Department agrees to notify the Union prior to filling a Right of Way Agent 4, 5, 6, or Appraiser 3 position by other than an agency promotion, transfer or demotion.

**Article 14**

**Education and Training**

**14. 1 General**

The parties agree that employee growth and development is a shared responsibility. Each employee is responsible for utilizing training and educational opportunities for the self-development effort needed to achieve personal goals. Management shall be responsible for encouraging and assisting employee development by providing an appropriate training climate in order that employees can stay abreast of current technological developments in their field and prepare themselves for career advancement.

**14.2 Notice of Opportunities**

Education or training available to employees shall be publicized within the bargaining unit.

**14.3 Retirement Orientation**

Whenever practicable, employees may attend state sponsored orientation relating to retirement. Attendance shall be voluntary and may be during working hours with no loss in pay or benefits.

**14.4 Training Program Discussion**

The parties mutually agree that a first item of business of the "Statewide Standing

Committee," as defined in Article 7 of this Agreement, shall be the discussion of the Training Program for the employees of this bargaining unit.

**14.5 Training Matrix Committee**

The Department agrees that two members of the Training Matrix Committee may be designated by the Union.

**14.6 Training Coordinators**

The Department will designate a training coordinator in headquarters and each district Real Estate Services Office whose primary responsibilities shall include coordination of the real estate training program.

**14.7 Appraiser Certification**

The Department agrees to provide its appraisers with the training and educational courses required by the Appraisal Certification Program.

**Article 15  
Examinations**

**15.1 Exam Announcements**

The Union's Seattle office will be provided copies of Department bulletin requests and exam announcements for the classifications covered by this Agreement as well as the classes of Right of Way Agent 5, 6, and 7.

**15.2 Study Material**

The Department shall make its reference materials available for use by employees preparing for state examinations.

**15.3 Frequency of Exams**

Management will not fill a bargaining unit position from an employment register that is more than 18 months old.

**15.4 Scores – Availability**

Once the Department of Personnel has scored a promotional examination, the Department shall request a ranking of the applicants and make this list available to the Union.

## Article 16

### Safety

#### 16.1 Purpose – Hazardous Assignments – Statutory Compliance

The Union and Management will cooperate in the endeavor to maintain and promote safe and non-hazardous working conditions and encourage employees to work in a safe manner. Employees shall not be required to work in a condition, location or assignment which would constitute a hazard to the employee's life or limb.

Employees shall have the right to refuse such hazardous assignments. The Department acknowledges its obligation to comply with minimum accepted safety practices or standards as established by the Division of Safety, Department of Labor and Industries, state of Washington (WISHA).

#### 16.2 Vehicle Safety

State vehicles used by employees shall be in good repair. Drivers of vehicles shall report to immediate supervisors any needed repair, adjustment or replacement of inoperative or faulty equipment. Any such reports shall be immediately investigated by said supervisor. If the vehicle is found to be hazardous, said supervisor shall remove the vehicle from use. Employees shall operate assigned vehicles in a safe manner in accordance with the traffic laws of the state of Washington.

#### 16.3 Safety Equipment

Management shall furnish and maintain necessary safety equipment and required safety apparel. Employees shall wear a hard hat and reflective vest when they are outside their vehicle working on the operating right of way. Hard hats must also be worn in designated hart hat areas.

#### 16.4 Accident Review Board

When an accident involving an employee of the bargaining unit is being reviewed by an Accident Review Board, another employee covered by this Agreement shall be appointed to the Board for consideration of that initial review. The Union shall provide a list of three employees who are assigned to the district Real Estate Services Office or headquarters Real Estate Services Office. The appointment will be made from this list.

## **Article 17**

### **Vacations**

#### **17.1 Requests – Denials in Writing**

Management agrees that an employee's request to take credited vacation leave shall normally be honored provided that it would not interfere with the normal workload requirements and schedules. If Management denies the request, the employee shall be furnished the reason in writing.

#### **17.2 Order of Granting**

In circumstances where several employees request vacation leave for the same period, and all requests may not be honored, employees who first requested their vacation schedule shall be honored first and others in the order requests were made. In cases of simultaneous requests, the order of vacation schedules shall be determined by seniority (DOT continuous employment).

## **Article 18**

### **Reduction-in-Force**

#### **18.1 General**

Reduction-in-force will be administered in accordance with Merit System Rule 356-30-330 "Reduction-in-Force – Rules – Regulations – and Procedure" and Departmental Directive "Reduction-in-Force" D 73-36.

#### **18.2 Notice of Reduction-in-Force Actions**

The Department agrees to notify the Union of any impending reduction-in-force prior to implementation.

**18.3 Layoff Procedure**

Under the Department's reduction-in-force procedure (D 73-36), employees will be offered available RIF options, first within the employee's local layoff unit. The local layoff units are the Transportation Building and the district Real Estate Services Offices, wherein the employee's permanent duty station is located. Local layoff units will not cross layoff unit boundaries. If the employee has no option within the local layoff unit to remain at his/her present class or at the next lower class in which the employee has permanent status, the employee's layoff unit shall expand to include all bargaining unit positions within the Department. Any changes to this two-staged layoff procedure shall be made in accordance with Article 18.4 of this Agreement.

**18.4 Revisions to Reduction-in-Force Directive**

The Department agrees that it will institute no changes in the Reduction-in-Force Directive without first meeting with the Union to reach mutual agreement sufficiently in advance of targeted implementation dates. Failing agreement, either party may take the dispute to the Director of the Department of Personnel for resolution.

**Article 19  
General Conditions**

**19.1 Specialized Equipment**

The Department will continue to provide employees with the specialized equipment and consumable items (i.e., pens, pencils, and paper) necessary to perform assigned duties.

**19.2 Carpooling**

The Department and the Union encourage the use of carpools, vanpools, and public transportation. Pursuant to established regulations, the Department shall authorize employee use of available DOT passenger vehicles for commuting purposes.

**19.3 Disability Separation**

The Department shall furnish the Union with a copy of notices to employees of a disability separation. The Department will endeavor to place disabled employees in alternative assignments or classifications for which they qualify.

19.4 Participation in Rescue Activities

Employees with specialized skills and expertise shall be allowed miscellaneous leave to participate in recognized land, sea, or air activities, provided that the employee's participation is requested in writing by a recognized law enforcement or National Defense Agency. Provided further, that such miscellaneous leave shall be limited to 10 working days per calendar year.

## Article 20 Grievance Procedure

20.1 Grievance Defined

A grievance is defined as an alleged misapplication or violation of the State Civil Service Law, Merit System Rules, Compensation Plan Provision, the contract articles of this Agreement, or those written Transportation Department Policy Directives pertaining to Personnel.

20.2 Access

Any aggrieved employee may personally, or with the assistance of a representative, seek relief through this grievance procedure. Employees other than permanent shall not have access to the grievance procedure for matters pertaining to disciplinary action.

20.3 Protection

In the presentation of grievances at all levels, employees shall be safe from restraint, interference, discrimination, or reprisal.

20.4 Presentation of Grievances

Individual employees or groups of individually identified employees shall have the right to file grievances except as provided in paragraph 20.16B. Grievances may be presented in person or with the assistance of other representatives of the employee's own choosing, provided that any settlement reached is not inconsistent with the provisions of this Agreement and the exclusive bargaining representative is given an opportunity to review such adjustments and that the grievance has been properly filed and adjudicated, according to the established procedure as set forth in this Article.

20.5 Representation

The Union, as exclusive representative, is considered as the primary representative of

employees in grievance matters and has the right in a grievance to designate the person who shall represent the employee on behalf of the Union. However, an employee may be self-represented or select a representative outside of the Union. Neither the Department nor the Union shall be held liable for costs of such outside representation. The Union shall be considered an interested party to the proceedings in the event it is not requested to represent the employee.

**20.6 Hearings on Department Time**

When possible, all employee grievances shall be heard on Department time.

**20.7 Time Limitations**

The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. A grievance shall be considered dropped when the employee fails to comply with specific time limitations. Failure by the Department to comply with any time limitations as provided in this Article shall constitute a right of the employee to proceed to the next step without waiting for the Department to comply.

**20.8 Grievances over Disciplinary Actions**

The Union, Management, and the employees under this Agreement agree to utilize the grievance procedure as set forth in this Agreement prior to submitting a grievance to the Washington State Personnel Board, except grievances concerning demotions, reduction, discharge, suspension, probationary dismissals and trial service reversions shall be heard only at Step 2 of this grievance procedure. In the area of disciplinary appeals as provided for by the Merit System Rules, if an employee files an appeal as provided under the Merit System Rules, the employee may request a grievance hearing simultaneous to the filing of such appeal. Use of the grievance procedure in a disciplinary action shall not void the right or obligation of employees to appeal in a timely manner to the State Personnel Appeals Board. Employees who file a rule violation appeal with the State Personnel Appeals Board shall not have access to this procedure to file a grievance over the same subject matter.

**20.9 Limitations on Arbitrator's Authority**

If a grievance is pursued to arbitration, the arbitration board or arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplement thereto, or add to, subtract from, or modify any arbitration submission agreed to by the parties to this Agreement.

**20.10 Exclusivity**

The grievance procedure provided below shall be the only grievance procedure available for employees of this unit.

**20. 11 Resolution**

It is the desire and intent of the parties, through the following grievance procedure, to provide an orderly and timely adjudication of personal grievances and misunderstandings at the lowest possible level. Within this spirit, the following procedure is not to substitute for or in any manner inhibit open communication between the employee and supervision.

**20.12 Verbal Presentation of Grievance**

Prior to initiating a formal grievance as set forth in paragraph 20.14, the employee shall first discuss the grievance with the immediate supervisor and allow the supervisor at least one working day to attempt to informally bring about a resolution of the grievance. The right to file a timely grievance shall not be prejudiced by the employee's and/or immediate supervisor's attempts to informally resolve the grievance.

**20.13 Filing Deadline**

A grievance must be filed within 15 working days after the employee becomes aware of the incident giving rise to the grievance but in no case later than 60 days after the incident occurred. Management may require the employee to be present at all hearings under this Agreement's grievance procedure, however, in the case of an individual grievance, nothing in this Article shall preclude a grievant from being present. In group grievances, up to three members of the group may appear. A grievance must be filed in writing on a form mutually agreed to by the Union and Management, and must include the information required in Section 20.14A of this Article.



20.14 Step 1 – Section Supervisor

- A. If an employee has not been satisfied during a verbal presentation of the grievance to the immediate supervisor, the employee may present it to the supervisor in writing. The aggrieved employee must state the grievance, the time (date) that the grievance occurred, relief sought, and, except for grievances over disciplinary actions, the Merit System Rule, Compensation Plan Provision, Transportation Department Policy Directive pertaining to personnel, or the contract article(s) of this Agreement which allegedly have been misapplied. Only one subject matter will be covered in any one grievance. All grievances must be signed by the aggrieved employee or employees.
- B. The supervisor must hear the grievance and make a written answer to the employee with a copy to the employee representative within 15 working days after receipt of the grievance. If the employee feels that the matter is not resolved, then the grievance may be filed into Step 2.

20.15 Step 2 – District Administrator/Assistant Secretary

- A. If the employee wishes to pursue the grievance, the employee or a representative must submit the grievance in writing signed by the employee within 10 working days after receipt of the written answer from the supervisor. The grievance will be submitted to the District Administrator/Assistant Secretary or a designee, after which a hearing will be held within 10 working days of its receipt. A courtesy copy will be provided to the Step 1 supervisor and the Department Labor Relations Officer.
- B. The District Administrator/Assistant Secretary or designee will provide a written answer to the employee with a copy to the employee representative within 10 working days after the hearing has been completed. If the employee is not satisfied with the answer given in writing by the District Administrator/Assistant Secretary or designee, and if the employee wishes to pursue the grievance, the grievant or a representative must within 10 working days after receipt of the answer at Step 2, file the grievance in writing signed by the employee, into the third step. The grievance filed into Step 3 must indicate what portion of the alleged violation has not been resolved and the remedy sought.

20.16 Step 3 – Secretary of Transportation – State Program Director/Local 17

20.16A An employee grievance filed into the third step will be submitted to the Secretary of Transportation. A courtesy copy will be provided to the District Administrator/Assistant Secretary and to the headquarters Personnel Office. The Secretary or a designee will hold a grievance hearing within 10 working days after receipt of the grievance, and a written answer will be provided to the employee with a copy to the employee representative within 10 working days after the hearing. If the grievant does not accept the written answer at the third step, the employee or a representative may file in writing a request, signed by the employee, for mediation within 10 working days of having been provided an answer at the third step.

20.16B Grievances Filed by the Department

The Management of the Department may file grievances over an alleged violation or misapplication by the Union of the Articles of this Agreement or the Merit System Rules pertaining to labor-management relations and collective bargaining (Chapter 356-42 WAC). Generally, these issues will relate to future applications and/or interpretations of the terms of this Agreement or Chapter 356-42 WAC. The grievance must be filed in writing with the Union's State Program Director, with a courtesy copy to the Union Business Manager. These issues will be filed as a grievance of general concern only when the following conditions exist:

- (1) The subject matter satisfies the definition of a grievance and relates to the application or interpretation of the Agreement or Chapter 356-42 WAC;
- (2) The nature of the subject is such that it can best be resolved at the level of executive Management of the Department and Union State Program Director;
- (3) Prior to filing the grievance, the Department Labor Relations Manager shall discuss the issues with the Union State Program Director or designee for the purpose of attempting to resolve the matters in dispute without the necessity of pursuing them further;
- (4) The grievance must have been timely filed in accordance with paragraph 20.13; provided however, that the time for filing a grievance may be extended by mutual agreement of the parties in writing. The right to file an otherwise timely grievance shall not be prejudiced by an attempt to resolve the dispute as provided in 20.16B(3) above.

The State Program Director or designee must hold a hearing within 15 working days after receipt of the grievance, and provide an answer in writing to the Department within 10 working days after the hearing. If the Department does not accept the written answer, the grievance may be filed into mediation.

**20.16C Grievance of General Concern Filed by the Union**

Only issues raised by the Union which are of general concern regarding the application or interpretation of this Agreement or the Merit System Rules pertaining to labor relations and collective bargaining (Chapter 356-42 WAC) may be filed with the Secretary of Transportation. Generally, these issues will relate to future applications and/or interpretation of the terms of this agreement or Chapter 356-42 WAC. These issues will be filed as a grievance of general concern only when all of the following conditions exist:

- (1) The subject matter satisfies the definition of a grievance and is a matter of general concern relating to the application or interpretation of the Agreement or Chapter 356-42 WAC;
- (2) The nature of the subject is such that it can best be resolved at the top executive level;
- (3) Prior to filing issues directly with the Secretary, the Union staff representative shall discuss the issues with the Departmental Personnel Manager or designee for the purpose of attempting to resolve the matters in dispute without the necessity of pursuing them further;
- (4) The grievance must have been timely filed in accordance with the provisions of paragraph 20.13; provided however, that the time for filing a grievance may be extended by mutual agreement of the parties in writing. The right to file an otherwise timely grievance shall not be prejudiced by an attempt to resolve the dispute as provided in paragraph 20.16C(3) above.

The Secretary of Transportation or designee shall hold a grievance hearing within 15 working days after receipt of the grievance, and shall provide an answer in writing to the Union staff representative within 10 working days after the hearing. If the Union does not accept the written answer, the grievance may be filed into mediation.

**20.16D A shop steward or Union representative may discuss Agreement compliance or**

compliance with Merit System Rules pertaining to labor relations and collective bargaining at the level where action was initiated or approved, and if the matter cannot be resolved at this level and if the matter meets the criteria in 20.16C then it may be filed with the Secretary of Transportation.

**20.17 Mediation and Arbitration**

Failing settlement at Step 3, the grievant or a representative may within 10 working days after receipt of the answer, request mediation in writing, signed by the employee, to the Director of the Department of Personnel (with a copy to the Departmental Personnel Manager). Any costs associated with an employee's or a Union's pursuit of a grievance into mediation or arbitration will be borne by the employee or Union, including attorney fees or other fees. This also includes daily wages, per diem, and/or transportation expenses except the grievant's daily wages will be paid for hearing days. The parties agree that the mediation proceeding shall be conducted by the Director of Personnel or a designee and should begin within 10 working days after notice has been given. If mediation is unsuccessful, the grievant or a representative may within 10 working days request arbitration through the Director of Personnel. The request shall be in writing and signed by the employee. The decision of the arbitrator shall be final and binding on the parties.

**20.18 Waiver of Steps**

The parties, through mutual agreement, may waive the hearing process through the first three steps and respond to the grievance based upon the facts presented at previous hearings and/or on the grievance form.

## **Article 21**

### **Savings Clause**

**21.1 Subordination of Agreement**

It is understood and agreed by the parties that this Agreement is subject to applicable existing or future laws of the state of Washington including rules and regulations established by the Washington State Personnel Board, the Office of Financial Management, or other agencies of government, other than the Department, pursuant to authority granted to them by the legislature.

**21.2 Invalidity**

Should any Article, Section, or portion thereof of this Agreement be held unlawful or

invalid by any court, agency, or board of competent jurisdiction, or in conflict with existing state laws, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof, if requested by either party. The remaining parts or provision shall remain in full force and effect.

21.3 Precedence

Should any Article, Section or portion of this Agreement conflict with the provisions of a published Department policy directive, the Agreement shall take precedence.

## Article 22 Life of the Agreement

22.1 Term

All provisions of this Agreement shall continue to be in full force and effect for a 3-year period following date of signing.

22.2 Renegotiation

Prior to the termination date of this Agreement, either party may recommend any or all parts of the Agreement to be reopened for negotiations, provided one of the parties advises the other party in writing 90 days prior to the termination date of this Agreement by submission and receipt in writing to the other party of such recommendations. The party receiving the request for reopening of the Agreement will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations. This Agreement shall remain in full force and effect during the period of negotiation until notice of termination of this Agreement is provided.

22.3 Extension of Agreement

Should neither party to this Agreement receive written notice requesting negotiations 90 days prior to the expiration date of the Agreement, the Agreement will be considered to have been re-negotiated. The new Agreement shall be in force and effect from the day following termination of the previous Agreement and for one year thereafter.

22.4 Amendments

This Agreement may be amended at any time during its effective term, provided there

is mutual consent of both parties.

## Validation of Agreement

IN WITNESS THEREOF, the parties hereto have entered into this basic Agreement this

1st day of September 1992.

FOR THE UNION

FOR THE DEPARTMENT

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Mike Waske, Business Manager

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Duane Berentson, Secretary of  
Transportation

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Karen Place, Business Representative

Approved as to form:

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Shirley Hughes, Employee Representative

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Jeanne Cushman, Assistant Attorney  
General

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Jeanne Robbins, Employee Representative

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Doug Winge, Employee Representative

5:PE9